

# Exhibit A

# **GMAC RFC**

## **CLIENT CONTRACT**

Client Contract dated as of April 18, 2006 ("Contract") between RESIDENTIAL FUNDING CORPORATION, a Delaware corporation ("GMAC-RFC") and MORTGAGE INVESTORS GROUP, a Tennessee general partnership ("Client").

Client desires to sell Loans to or service Loans for GMAC-RFC and GMAC-RFC desires to purchase Loans from, or to have Client service Loans for GMAC-RFC, pursuant to the terms and conditions of this Contract and the applicable Guides.

Client and GMAC-RFC agree as follows:

1. **Guides.** The GMAC-RFC Client Guide, as amended, ("Client Guide") applies to the Loans and to the sale of the Loans to GMAC-RFC. If Client services Loans, the terms and conditions of the GMAC-RFC Servicer Guide, as amended, ("Servicer Guide") shall apply. Client agrees to all of the terms and conditions of the applicable Guides, including the representations, warranties and covenants. The Client Guide and Servicer Guide are each individually a "Guide" and together the "Guides".
2. **Commitment Letters.** GMAC-RFC may offer to enter into one or more commitment letters with Client ("Commitment Letters"). By executing and delivering a Commitment Letter, Client agrees to its terms and conditions.
3. **Incorporation by Reference.** The Guides, Commitment Letters, and any related documents (together with this Contract, the "Program Documents") are incorporated by reference into this Contract as if fully set forth in it.
4. **Amendments.** This Contract and Commitment Letters may be amended only by a writing signed by both parties. The Guides may be amended as set forth in the applicable Guide.
5. **Governing Agreement.** This Contract's terms and conditions will control in the event of any direct conflict between this Contract and the applicable Guide. The Commitment Letter's terms and conditions will control in the event of any direct conflict between (i) this Contract and the Commitment Letter, or (ii) the applicable Guide and the Commitment Letter.
6. **Directors' Resolution.** Along with the execution of this Contract, Client must deliver to GMAC-RFC a certified resolution of each of its general partners authorizing the execution, delivery and performance of this Contract. Client must deliver to GMAC-RFC other evidence of existence, good standing and authority as GMAC-RFC may require.
7. **GMAC-RFC's Remedies.** If a default or an Event of Default occurs, GMAC-RFC may exercise one or more of the remedies set forth in the applicable Guides.
8. **Suspension and Termination.** GMAC-RFC may suspend or terminate the Program Documents, and Client's ability to sell Loans to GMAC-RFC, as set forth in the applicable Guides.
9. **Relationship of the Parties.** As further described in the Guides, the relationship between Client and GMAC-RFC is limited to that of a seller on the part of Client and that of a buyer on the part of GMAC-RFC (with respect to Loan sales under the Client Guide) and to that of an independent contractor (with respect to servicing by Client under the Servicer Guide). Client will not represent that it is acting as GMAC-RFC's agent or partner.
10. **Assignment.** Client cannot transfer or assign the Program Documents. GMAC-RFC may at any time, without Notice to or the consent of Client, transfer or assign, in whole or in part its rights

under the Program Documents, with respect to any Commitment Letter or Loan, and the benefits under the Program Documents will inure to the benefit of GMAC-RFC's successors and assigns.

11. **Notices.** All notices, requests, demands or other communications under this Contract ("Notices") must conform to the requirements of the applicable Guide. Notices to GMAC-RFC must be directed to the address for Notice set forth in the Guides. Notices to Client will be addressed as follows (or at such other address as may be designated by Client in a Notice to GMAC-RFC):

*MORTGAGE INVESTORS GROUP AND TO MORTGAGE INVESTORS GROUP*  
*8330 E. WALKER SPRING LN 512 GAY ST. # 216*  
*KNOXVILLE, TN 37923 NASHVILLE, TN 37219*  
Attention: *CHRISTOPHER RHEA* *RICHARD MARTIN*  
Facsimile Number: *615 691 9287* *615 242 3133*  
E-Mail: *CHRISTOPHER@MIBONLINE.COM* *RICHARD.MARTIN@FINTECHGROUP.NE*

12. **Governing Law.** The Program Documents are governed by the laws of the State of Minnesota, without reference to its principles of conflicts of laws.
13. **Jurisdiction and Venue.** At the option of GMAC-RFC the Program Documents may be enforced in any state or federal court within the State of Minnesota. Client consents to the jurisdiction and venue of those courts, and waives any objection to the jurisdiction or venue of any of those courts, including the objection that venue in those courts is not convenient. Any such suit, action or proceeding may be commenced and instituted by service of process upon Client by first class registered or certified mail, return receipt requested, addressed to Client at its address last known to GMAC-RFC. Client's consent and agreement under this section does not affect GMAC-RFC's right to accomplish service of process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Client in any other jurisdiction or court. In the event Client commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by the Program Documents, GMAC-RFC at its option may have the case transferred to a state or federal court within the State of Minnesota or, if a transfer cannot be accomplished under applicable law, may have Client's action dismissed without prejudice.
14. **Waiver of Jury Trial.** Client and GMAC-RFC each promises and agrees not to elect a trial by jury of any issue triable of right by a jury, and fully waives any right to trial by jury to the extent that any such right now exists or arises after the date of this Contract. This waiver of the right to trial by jury is separately given, knowingly and voluntarily, by Client and GMAC-RFC and is intended to encompass each instance and each issue for which the right to trial by jury would otherwise apply. GMAC-RFC and Client are each authorized and directed to submit the Program Documents to any court having jurisdiction over the subject matter and the parties to this Contract as conclusive evidence of this waiver of the right to trial by jury. Further, Client and GMAC-RFC each certifies that no representative or agent of the other party's counsel, have represented, expressly or otherwise, to any of its representatives or agents that the other party will not seek to enforce the waiver of right to trial by jury.
15. **Waiver of Punitive, Consequential, Special or Indirect Damages.** Client waives any right it may have to seek punitive, consequential, special or indirect damages from GMAC-RFC or any of GMAC-RFC's affiliates, officers, directors, employees or agents with respect to any and all issues presented in any action, proceeding, claim or counterclaim brought by Client against GMAC-RFC or any of GMAC-RFC's affiliates officers, directors, employees or agents with respect to any matter arising out of or in connection with the Program

**Documents.** This waiver of the right to seek punitive, consequential, special or indirect damages is knowingly and voluntarily given by Client, and is intended to encompass each instance and each issue for which the right to seek punitive, consequential, special or indirect damages would otherwise apply. GMAC-RFC is authorized and directed to submit this Contract to any court having jurisdiction over the subject matter and the parties to this Contract as conclusive evidence of this waiver of the right to seek punitive, consequential, special or indirect damages.

16. **Force Majeure.** Notwithstanding Client's satisfaction of the conditions set forth in this Contract or the existence of an outstanding commitment by GMAC-RFC to purchase Loans, GMAC-RFC has no obligation to purchase any Loan if GMAC-RFC is prevented from obtaining the funds necessary to purchase Loans as a result of any fire or other casualty, failure of power, strike, lockout or other labor trouble, banking moratorium, embargo, sabotage, confiscation, condemnation, riot, civil disturbance, insurrection, act of terrorism, war or other activity of armed forces, act of God or other similar reason beyond the control of GMAC-RFC.
17. **Entire Agreement.** This Contract (including all documents incorporated by reference) represents the final agreement between the parties with respect to its subject matter, may not be contradicted by evidence of prior or contemporaneous oral or written agreements among the parties and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract, except that any existing Commitment Letters are not affected.
18. **Defined Terms; General Rules of Interpretation.** Capitalized terms used in this Contract without further definition have the meanings given to them in the applicable Guide. Defined terms may be used in the singular or plural, as the context requires. Unless the context in which it is used otherwise clearly requires, the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include," "includes" and "including" are deemed to be followed by the phrase "without limitation".
19. **Headings for Convenience.** All captions or paragraph headings in the Program Documents are for convenience only and in no way define, limit or describe the scope or intent of any provision of the Program Documents.
20. **Severability.** If any provision of the Program Documents is declared to be illegal or unenforceable in any respect, that provision is null and void and of no force and effect to the extent of the illegality or unenforceability, and does not affect the validity or enforceability of any other provision of the Program Documents.
21. **Counterparts.** This Contract may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument.

IN WITNESS WHEREOF, Client and GMAC-RFC have caused this Contract to be duly executed as of the date first written above.

**MORTGAGE INVESTORS GROUP,  
a Tennessee general partnership**

**RESIDENTIAL FUNDING CORPORATION**

By: MORTGAGE INVESTORS GROUP, INC.,  
a Tennessee corporation  
Its: General Partner

By: Debra A. Casale  
(Signature)

Name: Debra A. Casale

(Signature)

(Typed or Printed)

CHUCK DUKHAN Name: CHRISTINE RHEA

Title: Managing Director

(Typed or Printed)

PRESIDENT OF OPERATIONS Title: PRESIDENT OF PRODUCTION

By: AMERICAN REAL ESTATE  
CORPORATION,  
a Tennessee corporation  
Its: General Partner

By: William J. Cherry  
(Signature)

Name: WILLIAM J. CHERRY

(Typed or Printed)

Title: SECRETARY

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### Amendment to Client Contract

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Amendment dated April 18, 2006, to the Client Contract between Residential Funding Corporation "GMAC-RFC" and Mortgage Investors Group ("Client") dated April 18, 2006 ("Client Contract").

WHEREAS, Client has requested that GMAC-RFC make several changes to the GMAC-RFC Client Guide (as amended from time to time, the "Client Guide");

WHEREAS, GMAC-RFC has agreed to make certain changes, subject to the terms and conditions set out below.

NOW, THEREFORE,

1. All terms and conditions as set forth in the Client Contract and the Client Guide shall remain in full force and effect unless specifically changed, altered or modified by this Amendment.

2. 30 Day Notice and Opportunity to Cure Defaults

The Client Contract and GMAC-RFC Client Guide provide GMAC-RFC with various remedies that GMAC-RFC may exercise if Client breaches any of representations, warranties, covenants or obligations under the GMAC-RFC Client Guide. GMAC-RFC's remedies include without limitation the right to require that Client repurchase a Loan upon 30 days notice, as well as the right to immediately disqualify, suspend and terminate the Client and immediately cease buying Loans from the Client, and the right to require Client to indemnify GMAC-RFC (separately and collectively, the "Remedies").

Client has requested that GMAC-RFC provide Client with an opportunity to cure defaults before exercising the Remedies. GMAC-RFC agrees that notwithstanding anything to the contrary in the GMAC-RFC Client Guide, GMAC-RFC will provide Client with 30 days written notice to cure any default (the "Cure Period") before exercises its Remedies. However, the Cure Period shall not apply to any of the following defaults, each of which trigger GMAC-RFC's rights to exercises its Remedies immediately (or upon such longer period as set out in the Client Guide):

- Any breach of any "Fraud Representation" contained in the Client Guide. As used in this Amendment, a "Fraud Representation" means any representation, warranty or covenant with respect to fraud, misrepresentation, accuracy, error, completeness or truthfulness. "Fraud Representation" includes, without limitation, the representations, warranties and covenants contained in Sections A202 (A) and A202 (KK) of Chapter 2A of the Client Guide as of the date of this Amendment.
- Any Loan was not originated and serviced in compliance with all applicable laws.
- A default or event of default (however defined) in any other agreement between GMAC-RFC has occurred, and the cure period (if any) under that other agreement has expired.
- A default that by its nature cannot be cured.
- Any Loan is a Discontinued Loan or high cost loan prohibited by the Client Guide.

3. Discretionary Termination The Client Guide allows GMAC RFC to terminate Client's ability to sell Loans to GMAC-RFC upon 5 days notice. GMAC-RFC hereby extends the notice period for discretionary termination (termination without default) to 30 days.

4. Non-Solicitation Notwithstanding anything to the contrary contained in the Client Guide, Client's obligations not to solicit the refinance of any Loan (currently contained in Section A202 (JJ)) terminate one calendar year from the Funding date for that Loan.

5. Insurer Approval Standards The "Disqualification, Suspension or Inactivation" section of the Client Guide sets out insurance standards, which, if not met by Client, are grounds for disqualification, suspension or termination. These standards are currently contained in A211, subsection (16), which reads "The Client's inability to meet the approval standards of any insurer or other entity that provides insurance or other credit enhancements in connection with the efforts of GMAC-RFC to sell the Loans or to borrower based on the collateral value of the Loans". This subsection is hereby deleted, and Client's failure to meet this standard shall not be used as grounds for disqualification, suspension or termination.

6. Prevailing Party pays Litigation Costs The Client Guide requires that Client pay all costs incurred by GMAC-RFC in enforcing the Client Contract and Client Guide. This requirement is currently contained in Section A212 of the Client Guide, and is hereby deleted. Instead, GMAC-RFC and Client hereby agree that in the event of litigation to enforce the Client Contract and Client Guide, the prevailing party shall pay the other party's costs, fees and expenses in connection with the litigation.

7. Any capitalized term used in this Amendment that is not otherwise defined herein shall have the meaning set forth in the Client Guide.

IN WITNESS WHEREOF, Client's and GMAC-RFC's duly authorized officers have executed this Amendment as of the date first written above.

**MORTGAGE INVESTORS GROUP,  
a Tennessee general partnership**

**RESIDENTIAL FUNDING CORPORATION**

By: MORTGAGE INVESTORS GROUP, INC.,  
a Tennessee corporation  
Its: General Partner

By: Debra A. Casale  
(Signature)

By: [Signature]  
(Signature)

Name: Debra A. Casale  
(Typed or Printed)

CHUCK TONKIN  
(Typed or Printed)

Name: CHRISTOPHER HEA  
(Typed or Printed)

Title: Managing Director

PRESIDENT OF  
OPERATIONS

Title: PRESIDENT OF PRODUCTION

By: AMERICAN REAL ESTATE  
CORPORATION,  
a Tennessee corporation  
Its: General Partner

By: [Signature]  
(Signature)

Name: WILLIAM J. CHERRY  
(Typed or Printed)

Title: SECRETARY